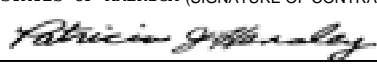


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 96311M-3212-5179		PAGE 1 OF 11					
2. CONTRACT NO. DACW31-03-P-0377		3. AWARD/EFFECTIVE DATE 12-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW31-03-T-0112					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GLORIA J FROST			b. TELEPHONE NUMBER (No Collect Calls) 410-962-3534		6. SOLICITATION ISSUE DATE 20-Aug-2003				
9. ISSUED BY CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715 TEL: 410-962-5638 FAX: 410-962-0933		CODE CW31		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 5169 SIZE STANDARD: 500 PERSONS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS net 30			
15. DELIVER TO PLANT OPERATIONS BRANCH JOHN PETERSON 5900 MACARTHUR BLVD NW WASHINGTON DC 20315-0220		CODE		16. ADMINISTERED BY CONTR DIV OPERATIONS BR PO BOX 1715 BALTIMORE MD 21203-1715		CODE E1P0500					
17a. CONTRACTOR/ OFFEROR EARTH SCIENCE LABORATORIES R. LYNN KELLY 106 NORTH 37TH STREET ROGERS AR 72756 TEL. (800)257-9283		CODE 1U9C6 FACILITY CODE 1U9C6		18a. PAYMENT WILL BE MADE BY USACE FINANCE CENTER ATTN: DISBURSING 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE T0B0200					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE									
25. ACCOUNTING AND APPROPRIATION DATA See Schedule							26. TOTAL AWARD AMOUNT \$106,734.37				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE WRITTEN <input checked="" type="checkbox"/> OFFER DATED <u>02-Sep-2003</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				31c. DATE SIGNED 12-Sep-2003			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA J HENSLEY / ADDED BY SUMI TEL: 410-962-7718 EMAIL:							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)							
				42b. RECEIVED AT (Location)							
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	COPPER BASED ALGAECIDE FFP P.O.C.:JOHN PETERSON @ 202-764-0009 BUYER: GLORIA FROST @ 410-962-3534 VENDOR REP.:R. LYNN KELLEY @ 479-619-2713 PROVIDE COPPER BASED ALGAECIDE / BACTERICIDE FOR WASHINGTON AQUEDUCT-MCMILLIAN IN ACCORDANCE WITH ATTACHED SPECIFICATIONS: ATTACHMENTS: 1. SPECIFICATIONS PURCHASE REQUEST NUMBER: 96311M-3212-5179	45	Each	\$2,371.8748	\$106,734.37

NET AMT \$106,734.37

ACRN AA Funded Amount \$106,734.37

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2003 TO 30-SEP-2004	N/A	PLANT OPERATIONS BRANCH JOHN PETERSON 5900 MACARTHUR BLVD NW WASHINGTON DC 20315-0220 202-764-0009 FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 99 NA X 9829.0000 08 2471 008273 96499 2600 001SZV
 AMOUNT: \$106,734.37

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000

252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR

REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.af.army>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

SPECIFICATIONS

SPECIFICATIONS

Copper based Algaecide/Bactericide

1. **Requirement** – Furnish copper based algaecide/bactericide to Washington Aqueduct – McMillan from October 1, 2003 to September 30, 2004 in accordance with specifications.
2. **General** – The purpose of this specification is to provide the minimum requirements for copper based algaecide/bactericide including physical, chemical, shipping, and testing requirements.
3. **Quality** –
 - (a) The copper based algaecide/bactericide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on health of those consuming water that has been treated properly with the copper based algaecide/bactericide products.
 - (b) The copper based algaecide/bactericide ammonia shall be certified as suitable for contact with or treatment of drinking water by an accredited certified organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects as an algaecide and bactericide.
 - (c) A certificate stating the product meets the ANSI/NSF Standard 60 for addition to drinking water and is registered by the Environmental Protection Agency (EPA) as a liquid algaecide and bactericide shall be submitted prior to contract award.
 - (d) The active ingredient shall be copper sulfate pentahydrate. The metallic copper equivalent shall be at least 5% by weight.
 - (e) The copper based algaecide/bactericide shall self disperse, and evenly distribute throughout the treatment area without mixing.
 - (f) Copper must not precipitate out of solution but remain fully dissolved insuring long-term algae control without over treatment.
 - (g) The copper based algaecide/bactericide shall be 100% water soluble, and non-combustible.
 - (h) The copper based algaecide/bactericide shall be packaged and labeled as an algaecide/bactericide in compliance with the Federal Insecticide, Fungicide and Rodenticide Act.
 - (i) The copper based algaecide/bactericide shelf life shall be a minimum of 5 years without exposure to temperatures equal to or less than 32°F.
4. **Affidavit of Compliance** –

- (a) The Contractor shall submit an affidavit of compliance stating the quality of copper based algaecide/bactericide complies with these specifications for each delivery.
- (b) The affidavit of compliance verifies that the copper based algaecide/bactericide meets the quality parameters as specified and detailed in Section 3 above.
- (c) The affidavit of compliance shall also contain:
 - (1) Percent copper
 - (2) Specific weight of solution
 - (3) Date of shipment
- (d) The person(s) authorized to certify the affidavit of compliance must have experience with the product.

5. **Certified Laboratory Report** –

- (a) A certified laboratory report shall be submitted to the Washington Aqueduct:

Washington Aqueduct
Dalecarlia Water Treatment Plant
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514
Attention: Woody Peterson

- (b) The report must be received by the Washington Aqueduct within 7 calendar days of the initial delivery and shall contain all the information described in specification Section 3.
- (c) The person(s) authorized to certify the laboratory report must have experience with laboratory work.

6. **Quantity** –

- (a) The Contractor shall deliver a minimum of 30 and maximum of 45 tote bins with a 275-gallon capacity.
- (b) It is the intent of this agreement to require the Contractor to furnish all the Washington Aqueduct's copper based algaecide/bactericide requirements.

7. **Delivery** –

- (a) The Contractor shall deliver liquid algaecide in 275-gallon tote bins on a single-unit cargo trailer.
- (b) The deliveries shall be to the following Government facility:

Washington Aqueduct
Dalecarlia Water Treatment Plant
Plant Operations Branch
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514

- (c) The transfer of chemicals from the cargo trailer shall be considered the responsibility of the Contractor and the cargo trailer operator.

- (d) The Contractor shall make the deliveries within 4 calendar days after notification except for emergency deliveries, which might include holidays and night hours. Emergency deliveries may be required within 8 hours after notification at no additional cost to the Washington Aqueduct.
- (e) The Contractor shall immediately notify the Dalecarlia WTP 202-764-2700 of any delay to a scheduled delivery. The Contractor shall arrange for an alternate delivery time.
- (f) All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. Monday thru Friday excluding holidays. The Contracting Officer's Representative must approve any exception to this requirement.
- (g) The Contractor shall be reimbursed for demurrage charges incurred as a result of delays caused by the Washington Aqueduct whenever unloading has not started within 2 hours after arrival.

8. **Condition of Cargo Trailers** –

- (a) All cargo trailers used for the delivery of the copper based algacide/bactericide, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.
- (b) Any cargo trailer found leaking chemicals should not be allowed to depart any facility until the Contractor or his designated representative makes appropriate repairs.
- (c) Any cargo trailer found to be leaking chemicals should be considered an emergency situation requiring immediate attention by the Contractor.

9. **Safety Requirement** – The cargo trailer operator shall wear the appropriate protective face and body apparel, as required by the Occupational Safety and Health Act, when unloading the copper based algacide/bactericide.

10. **Spillage** –

- (a) The Contractor and the cargo trailer operator shall be responsible for all spillage clean up, contaminated matter, and the removal of all contaminated cleanup material.
- (b) The Dalecarlia WTP 202-764-2700 shall be notified immediately of any spillage.

11. **Rejection of Deliveries** –

- (a) The Washington Aqueduct reserves the right to reject any delivery which does not conform to these specifications or which has been contaminated.
- (b) Upon arrival at a facility, the cargo trailer operator shall present to on-site personnel the following items:

- (1) Contractor's shipping invoice
- (2) Affidavit of compliance (see Section 4)
- (c) The Washington Aqueduct may at any time test the liquid copper based algaecide/bactericide for specific gravity and visually inspect it for proper color and other evidence of contamination.

12. **Information of Contractor** – The Contractor shall forward to the Washington Aqueduct, upon contract award, the following information:

- (a) Sales office information including:
 - (1) Address
 - (2) Telephone number(s)
 - (3) Normal working hours
 - (4) Responsible personnel
- (b) Ordering office information:
 - (1) Telephone number(s)
 - (i) During working hours
 - (ii) During non-working hours
 - (2) Normal working hours
 - (3) Responsible personnel
- (c) Chemical-emergency assistance (24 hours a day)
 - (1) Telephone number(s)
 - (2) Responsible personnel

14. **Product Information Bulletin, NSF Listing, Material Safety Data Sheet** –

Upon contract award, one set of reproducible originals (along with reproduction rights) of the product Information Bulletin, a NSF letter of acceptance, and Material Safety Data Sheet for the copper based algaecide/bactericide supplied shall be forwarded by the Contractor to:

Washington Aqueduct
Dalecarlia Water Treatment Plant
Plant Operations Branch
5900 MacArthur Blvd., N.W.
Washington, D.C. 20016-2514
Attention: Woody Peterson

15. **Chemical Delivery Security** –

- (a) Prior to the initial delivery, the Contractor shall send the names and photographs of the cargo trailer operators making deliveries to:

Washington Aqueduct
Dalecarlia Water Treatment Plant
Plant Operations Branch
5900 MacArthur Blvd., N.W.

Washington, D.C. 20016-2514**Attention: Woody Peterson**

- (b) The Contractor shall provide the Dalecarlia WTP 202-764-2700 with the cargo trailer operator's name prior to each delivery leaving the liquid copper based algaecide/bactericide plant. This allows the Dalecarlia Operations Branch time to match the cargo trailer operator name and photo identification prior to arrival.
- (c) Each cargo trailer used to deliver liquid copper based algaecide/bactericide shall be totally enclosed. Open flat bed cargo trailers are not acceptable.
- (d) Each cargo trailer shall have a security tag number located on the door handle. The security tag number shall be faxed to the Dalecarlia WTP 202-764-2401 after each trailer has been loaded and is ready for shipping. Once each delivery is made, the tag number shall be checked to assure the cargo trailer has not been tampered with.
- (e) The copper based algaecide/bactericide 275-gallon tote bin lot numbers shall be faxed to the Dalecarlia WTP 202-764-2401 as part of the bill of waiting and packing slip. This lot number can be checked to assure the cargo has not been tampered with.
- (f) The Dalecarlia WTP 202-764-2401 shall be immediately notified of any changes in the driver, cargo trailer, and or delivery schedule.

16. **Return of Empty Tote Bins** – The vendor is required to provide return shipment for all empty tote bins at no cost to the government.